

# EXHIBIT

## “E”

**AFFIDAVIT OF JOHN E. ROBINSON**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
COLUMBUS DIVISION**

FIRST AMERICAN TITLE  
INSURANCE COMPANY,

Plaintiff

vs.

APEX TITLE, INC., THE LAW  
OFFICE OF MICHAEL A. EDDINGS,  
P.C., MICHAEL A. EDDINGS,  
individually, SONYA EDDINGS,  
COLUMBUS BANK AND TRUST  
COMPANY, a Division of Synovus  
Bank, UPTOWN FISH HOUSE, LLC,  
EDDINGS HOLDINGS, INC. d/b/a  
THE COFFEE BEANERY

Defendants.

**CIVIL ACTION**

**FILE NO.** \_\_\_\_\_

**AFFIDAVIT OF JOHN E. ROBINSON**

Personally appeared before the undersigned attesting officer duly authorized to administer oaths in the State of Georgia JOHN E. ROBINSON, who, after being first duly sworn, stated under oath as follows:

1.

I am John E. Robinson. I am of legal age and under no legal disability. This affidavit is based upon my personal knowledge and is true.

2.

I am the Managing Attorney of the law firm of Robinson & Blazer, LLP. I am duly licensed to practice law in the State of Georgia and have been since 1974 when I graduated from Emory University School of Law.

3.

My law practice has involved closing real estate transactions and real estate litigation. These practice areas have been a significant part of my practice since 1974.

4.

I have published several articles on real estate law and have been a featured speaker at continuing education seminars for lawyers, realtors and other real estate professionals. I am a member of the State Bar of Georgia and a member in the State Bar's Fiduciary Law Section, Real Property Section, and Dispute Resolution Section.

5.

Before executing this Affidavit, I read the Complaint to which this affidavit is attached. That Complaint is incorporated into this affidavit as evidence of its contents.

6.

Based upon my training and experience, I am familiar with the standards of care, skill and ability ordinarily exercised by attorneys in the State of Georgia in the conduct of title examinations at the time of the events described in the Complaint (“Standards of Care”).

7.

If the allegations of the Complaint are true, in my opinion, The Law Office of Michael A. Eddings and Michael A. Eddings, individually, violated the Standard of Care and were, therefore, negligent in failing to disburse payoff funds and failing to exercise reasonable care in the oversight of his administrative staff, the accounting of escrow funds and the disbursement of such funds.

8.

This Affidavit is not intended to completely list all violations of the Standard of Care by Eddings.

9.

Had Michael A. Eddings discovered, prevented and disclosed the failure to disburse payoff funds from multiple closings to the appropriate parties, First American Title Insurance Company would most likely not have incurred the damages described in the Complaint.

Further, Affiant saith not.

  
John E. Robinson

Sworn to and subscribed to before me  
this 13<sup>th</sup> day of JANUARY 2012.

  
Notary Public

My Commission Expires:



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